

EXHIBIT 01 – Federal General Clauses

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch, a resource number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operative condition.

CLAUSE 2. Time under Hire - The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment - Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.

CLAUSE 4. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

CLAUSE 5. Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Contractor.

CLAUSE 6. Timekeeping - Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

- a. Hourly Rate - nearest quarter hour.
- b. Daily Rate - by calendar day except for the first and last day, this will be recorded to the nearest hour.
- c. Mileage Rate - nearest mile.

CLAUSE 7. Payments

a. **Rates of Payments** - Rates for equipment hired with operator(s) include all operator expenses. Payment for equipment and operator(s) furnished will be at rates specified and except as provided in Clause 8, shall be in accordance with the following:

(1) **Work Rates** (Column 11) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

(2) **Special Rates** (Column 12) shall apply when specified.

(3) **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half of the amount specified in Column 13. The guarantee is not applicable to equipment hired under the Daily Rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work Rate.

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(4) **Daily Rate (Column 11)** - Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for

(1) Actual units ordered and performed under Work or Daily and/or Special Rates, or

(2) The guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

a. No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-furnished operator(s) is not available.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

CLAUSE 9. Meals and Bedding - When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when:

a. Due to ordinary wear and tear, or

b. Negligence of the Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or

c. Damages caused by equipment defects unless such defects are caused by the negligence of the Government or its employees.

CLAUSE 11. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 10, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 12. Deductions - Unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment of the Contractor.

CLAUSE 13. Personal Protective Equipment - The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement:

a. **Clothing:**

(1) Flame-resistant pants and shirts;

(2) Gloves (either Nomex or chrome, tanned leather, when not furnished by the Contractor);

(3) Hard hat;

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(4) Goggles or safety glasses.

b. Equipment:

(1) Fire shelter;

(2) Headlamp;

(3) Individual first-aid kit;

(4) Other items in addition to these three may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a useable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective equipment not returned by the Contractor.

CLAUSE 14. SERVICE CONTRACT ACT - The following clause applies only when equipment is rented with operator. Except to the extent that an exemption or variation or tolerance would apply pursuant to 29 CFR 4-6 if this contract is in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938 express in 29 CFR Part 4. FAR 52.222-41 Service Contract Act of 1965, as amended (May 1989) is hereby incorporated by reference in this contract. SEE APPLICABLE WAGE DETERMINATION.

CLAUSE 15. DEFINITIONS - The following definitions for Block 8 of the OF-294 are added:

a. Small Business is one that is independently owned and operated and is not dominant in the field for which it is being signed up, subject to the following size standards:

(1) Motorcar and Truck Rental without Operator - average annual receipts for its preceding three (3) fiscal years do not exceed \$12.5 million,

(2) Equipment Rental with Operator - average annual receipts for its preceding three (3) fiscal years do not exceed \$3.5 million.

b. Small, Disadvantaged Owned Business is a small business that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a public ally owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. Women Owned Small Business is one that is at least 51 percent owned, controlled, and operated by a woman or women.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1985)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.202-1 DEFINITIONS (DEC 2001)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

52.223-5 A DRUG-FREE WORKPLACE (MAR 2001)

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- 52.232-1 PAYMENTS (APR 1984)**
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)**
- 52.232-11 EXTRAS (APR 1984)**
- 52.232-17 INTEREST (JUN 1996)**
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- 52.232-25 PROMPT PAYMENT (FEB 2002)**
- 52.233-1 DISPUTES, ALTERNATE I (DEC 1991)**
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**
- 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)**

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$2,500

- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- OVERTIME COMPENSATION (SEP 2000)**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

THE FOLLOWING CLAUSES APPLY ACQUISITION WHEN EXCEEDS \$10,000

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$25,000

- 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAR 2001)**

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS PROVIDED BELOW:

"Leasing," as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and include the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (1) derives power from a self-contained power unit, or (2) is designed to be towed by and used in conjunction with self propelled equipment (FAR 8.1101).

- 52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)**
- 52.208-5 CONDITION OF LEASED VEHICLE (APR 1984)**
- 52.208-6 MARKING OF LEASED VEHICLES (APR 1984)**